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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 IN AND FOR THE COUNTY OF LOS ANGELES
12

13 CHURCH OF SCIENOTOLOGY) No. BC 052395
14 INTERNATIONAL, a California)
not-for-profit religious)
15 corporation;) [Proposed] ORDER
16 Plaintiffs,)
17 vs.)
18 GERALD ARMSTRONG; DOES 1)
through 25, inclusive,)
19 Defendants.)
20)
21)

22 On July 2, 1992, the motion to strike brought by Defendant
GERALD ARMSTRONG came regularly on for hearing.

23 Having read and considered the papers filed in support of and
24 in opposition to said motion to strike and GOOD CAUSE appearing
25 therefor it is **HEREBY ORDERED** as follows:
26

27 1. In Paragraph 2, commencing at page 2, lines 8 through 21
as follows:
28

COPY

1 Armstrong, a former [Scientology] member who sought, by both
2 litigation and covert means, to disrupt the activities of his
3 former faith, displayed through the years and intense and
4 abiding hatred for [Scientology], and an eagerness to annoy
5 and harass his former co-religionists by spreading enmity and
6 hatred among member and former members. Plaintiff sought,
7 with the Agreement, to end all of Armstrong's covert
8 activities against it, along with the litigation itself. For
9 that reason, the Agreement contained carefully negotiated and
10 agreed-upon confidentiality provisions and provisions
11 prohibiting Armstrong from fomenting litigation against
12 plaintiff by third parties. These provisions were bargained
13 for by plaintiff to ut an end to the enmity and strife
14 generated by Mr. Armstrong once and for all.

15 [] Granted

16 [] Denied

17 [] Modified

18 2. In Paragraph 3, page 2, line 22:

19 ". . . deliberate and . . ."

20 [] Granted

21 [] Denied

22 [] Modified

23 3. In Paragraph 3, line 25 to page 3, line 5:

24 ". . . Armstrong appears to consider that his obligations
25 under the Agreement ended as soon as he had finished spending
26 the money he extracted from plaintiff as the price of his
27 signature."

28 [] Granted

[] Denied

[] Modified

4. In Paragraph 3, page 3, lines 7-10:

". . . Armstrong appears to delight in renewing his annoying
and harassing activities, admitting to them in sworn
declarations, and refusing to end his improper liaisons."

- 1 [] Granted
- 2 [] Denied
- 3 [] Modified

4

5 5. In Paragraph 9, page 4, lines 8-10:

6 "Each provision of the Agreement was carefully framed by the
7 parties and their counsel to accurately reflect the agreement
of the parties."

- 8 [] Granted
- 9 [] Denied
- 10 [] Modified

11

12 6. All of paragraph 10.

- 13 [] Granted
- 14 [] Denied
- 15 [] Modified

16

17 7. All of paragraph 11.

- 18 [] Granted
- 19 [] Denied
- 20 [] Modified

21

22 8. All of paragraph 12.

- 23 [] Granted
- 24 [] Denied
- 25 [] Modified

26 DATED:

27

Judge of the Superior Court

28